

1242
IN THE MATTER OF FACT FINDING BETWEEN)

BOARD OF EDUCATION OF THE)
SCHOOL DISTRICT OF THE CITY OF)
HIGHLAND PARK, MICHIGAN)

AND)

HIGHLAND PARK FEDERATION OF TEACHERS,)
AFT, AFL-CIO)

REPORT

AND

RECOMMENDATIONS

The undersigned, Charles M. Rehms, was appointed Fact Finding Hearings Officer by the Labor Mediation Board of the State of Michigan on September 15, 1967, under authority of Section 25 of Act 176 of Public Acts of 1939, as amended, and to issue a report and recommendations to the above-listed parties with respect to matters in disagreement between them over terms of a new collective bargaining agreement.

After an initial meeting with the parties on September 18, hearings were held on September 20 through 22, totalling 39 hours in length. Appearing for the School Board was a committee of school administrators for the district and the Board's attorney; appearing for the Union was a committee of teachers of the district and a number of representatives of the Michigan and American Federation of Teachers.

The hearings consisted of extended efforts by the Hearings Officer and the parties, to find areas of agreement among nearly 50 major items in dispute, concerning both economic and non-economic matters. In the course of the hearings many issues

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were agreed upon, compromised or withdrawn, and the Hearings Officer appreciates the genuine and good faith efforts of both parties to seek agreement. Nevertheless, many issues remain upon which the parties are as yet unable to agree, either because of cost implications, because of disagreement over the appropriate subjects for inclusion in teacher collective bargaining agreements, or because of disagreement over the extent to which administrative decision-making should be tempered by teacher participation and contractual limitations.

This Fact Finding Report and Recommendations is therefore being issued on subjects remaining in dispute in the hope that it will provide a basis upon which the parties can now mutually agree to complete their new contract in the next few days and thus can open the Highland Park schools, now nearly three weeks beyond their originally-scheduled opening date for this school year. The Recommendations that follow are largely general in terms, providing guidelines for future agreement rather than specific proposals for contract language. They are nonetheless clear in their general meaning, and undoubtedly are adequate if both parties seek in good faith to reach agreement and to meet their responsibilities to the citizens and children of Highland Park.

Recommendations

In the course of negotiations over some six months before the initiation of Fact Finding, the parties reached tentative agreement on many subjects. Many more issues were settled during the course of the Hearings but without an attempt to write final contract language. It is intended that all of these tentative agreements will be incorporated into a new collective bargaining agreement.

The recommendations which follow cover those issues upon which the Hearings Officer believes the parties should also agree. They are selected from among a so-called "must" list of nearly 50 items with which the parties are familiar, agreement upon which is to provide the basis for a new one-year contract. It is intended by the Hearings Officer that all items from this "must" list not specifically covered in the recommendations which follow are to be dropped by the proposing party from the current year's negotiations.

Non-Economic Proposals

1. The existing sick leave program will be maintained without change or diminishment for the next contract year.
2. Five days of leave for personal business each year will be unchanged, and the requirements of previous notice and

accountability previously existing will be unchanged.

3. Teachers will be permitted to leave their buildings during preparation periods upon specific previous approval from their principal.

4. Teachers in Secondary Schools will be given five 55 minute preparation periods per full school week.

5. Teachers in Elementary and Middle Schools will be given five 40 minute preparation periods per full school week.

6. Those teachers receiving suite planning time will continue to receive suite planning time for the next contract year, with the clear understanding that administrative flexibility is to be allowed in teacher assignments as to when and what subjects may be considered during these periods, and the clear understanding that the Board may propose alternative arrangements or elimination in future contract years should educational program or financial considerations require it.

7. On the subject of transfer policy, the last written counter-proposal of the Board, as amended during the hearings, shall provide the basis for agreement. However, paragraph one of the amended proposal shall be further modified to provide that decisions denying transfer or re-assignment shall be subject to the grievance procedure without limitation, and that, in any event, a teacher deemed qualified for transfer

or re-assignment may not be denied such request more than once on the basis of essentiality in present position.

8. A clause should be added to the agreement specifying that librarians are not to be used as relief teachers in order to provide classroom teachers with planning periods or breaks, and that librarians are entitled to a regular schedule of assignment which may, however, be modified as education needs require after due planning and notice.

9. Giving due regard to the interests and desire of the community, the Board, school administrators and teachers that the total educational curriculum and teaching materials in Highland Park reflect adequately the contributions of all races and religions to American society, a committee of teachers and administrators shall be established to determine what might be done to carry further existing and significant efforts to integrate fully the educational curriculum and teaching materials.

10. The Board's last proposal made during the hearings on the wider use and appropriate functions of school aides shall provide the basis for settlement of this issue.

11. On the issue of classroom teacher academic freedom, the Board's last proposal made during the hearings shall provide the basis for settlement. It should be modified however, simply to provide that the subject is one appropriate for teacher-supervisor consultation, and the last sentence shall be dropped.

12. On the issues relating to special teachers and special education teachers, a clause should be added that they are not to be used as relief or substitute teachers except in cases of genuine emergency where no substitute can be obtained. The Board's last proposal on special education classes and teachers, specifying general equality of treatment with regular classroom teachers, shall provide the basis of settlement.

13. A committee shall be appointed to consider the desirability and possible nature of a disciplinary check-list.

14. The Board should agree to pay the tuition costs of in-service and extension courses made available to teachers who audit such courses, and one-half of tuition costs for teachers who take such courses for college credit.

15. A clause should be added to the contract specifying the Union's right to receive current information as to the membership of the bargaining unit, and the classification and salary of its members. Means should be developed to implement this principle.

16. Union officers should receive, as a group, 15 days of paid leave during the year, without expense compensation, to attend Union conventions on major Union meetings. Where the Union sponsors meetings of a professional nature, such

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meetings shall be considered eligible for consideration under existing professional leave policies.

17. Materials given to teachers concerning wages, hours and conditions of employment should not bear the identification of any collective bargaining agent other than the certified bargaining agent.

18. In the community college, regular contact periods including laboratory periods shall not exceed 15 except in the English Department where contact periods should not exceed 12.

19. The Union President, or his official designate, shall receive released time equivalent to 18 days during the course of the regular school year to process grievances and administer the contract. Released time for participants in arbitration proceedings shall be in accordance with the previous agreement of the parties.

20. The tentative understandings reached by the parties during the course of the hearings regarding modifications and improvements in the grievance and arbitration procedure shall be incorporated in the contract.

21. The Union shall receive copies of Board Meeting agendas, non-confidential related documents and official minutes.

Economic Proposals

The Union has made a substantial number of proposals to the Board on direct wage and fringe improvements. During the course of negotiations and hearings many alternatives were explored, but final agreement was not reached. In major part, the difficulty in this area is inherent in all negotiations in the public sector - that the public authority must operate within funds made available through taxes, both local tax revenues and funds transferred from other units of government. The Highland Park School Board estimates that its increased revenues for 1967-68 will be \$966,000 and the Union does not differ significantly with this figure. Thus all improvements in salary and fringe structure for teachers must come within this figure increased only by such minor increments as may become available from state and federal aid and from reserves.

The last offer on economics made by the School Board was costed by it at \$730,000. This figure included automatic increments for teachers previously with the system, compensation for 44 new teachers which the Board has already hired or anticipates hiring, and the salary improvements it proposes.

The Union differs significantly with the Board's costing of its proposal, based upon such considerations as the average

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anticipated increment level of new teachers who are yet to be hired, the rapidity with which the Board can or will be able to hire 31 new teachers, and other factors such as the placement on longevity steps of present teachers. In sum, the Union believes the Board's costing of its present proposal may be as much as \$200,000 too high.

The Hearings Officer is unable with facts presently available and the time available, to make a definitive judgment on these matters. On balance, however, he believes that the following recommendations on economic matters are feasible for the Board and can be accepted by the Union as a basis for settlement. They undoubtedly represent a major financial step forward for the teachers of Highland Park.

1. Based upon the general approach described in the previous paragraphs, all wage scale and fringe improvements, including increments for present teachers, and the costs of new teachers, shall be met within a total cost to the Board of \$850,000.

2. The 1966-67 salary structure composed of 4 tracks and 11 steps shall be retained for the current contract year.

3. All salary tracks beyond 10 increments shall have four longevity steps of \$100 per step.

4. The starting scale for the B.A. track shall be \$6500 and the 11th step approximately \$10,100. The comparable starting and ending scales for the other tracks shall be M.A., \$6950 and \$10,900; M.A. plus 30 hours, \$7400 and \$11,400; and Ph.D., \$7850 and \$12,100.

5. The present Board contribution toward medical insurance of \$70 per year is low compared to most school districts in the Detroit metropolitan area. It should be raised to the point where the Board pays the full cost for a single subscriber, and certainly to not less than \$100.

6. The present payment for overload assignments for night and summer courses in the community colleges is not related pro-rata to the normal salary of teachers, but is fixed at an arbitrary hourly payment. The cost of raising such payments to pro-rata is more than can be afforded at this time, but should at least be raised, probably to between the 3rd and 5th step of the B.A. or M.A. scale, as appropriate.

7. A clause should be added to the contract clarifying circumstances under which compensation for work on curriculum committees should be paid. Compensation should be paid after the number of teacher service hours on such assignments in non-pay status exceeds 8 for any one such committee

assignment, for all subsequent hours on the assignment. If the assignment is deemed by administration to be a "major assignment" compensation shall be paid from initiation of the committee assignment.

8. If it can be afforded within the cost of the total package as described in 1. above, a Board-paid group life insurance policy of \$2000 should be provided each teacher.

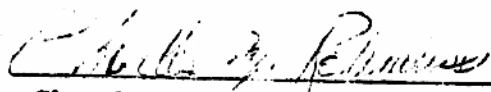
9. A school calendar should be agreed upon by the parties which provides the teachers with a full year's salary, but which also ensures that the teachers will yet provide a full year of classroom instruction as well as all normal related instructional and school services.

Conclusion

The Hearings Officer cannot state too strongly the need for urgent and serious consideration of the foregoing recommendations by both parties. Their rejection could cause grievous harm to the school system. More significantly, it would mark a further unwillingness to heed the needs of citizens and children who have already suffered much.

Acceptance of these recommendations can lead to re-opening of the Highland Park Schools as early as Monday, September 25. Therefore, both parties are urged to accept these recommendations as a basis for settlement.

September 23, 1967
6.00 p.m.



Charles M. Rehms
Hearings Officer